

20801 EASTPOINT DR

00111305

1/4/2008

duponbj

Groundwater and Wastewater Services File Imaging Project
May 2007
Barcode Font = IDAutomationHC39M

CERTIFICATE OF COMPLETION/OPERATION PERMIT

HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 4086B DATE: 1-28-00

TC: 001-113-05 ☒ L ☐ CRT

SERIAL Nº 18273

Name of Owner Joseph D. Nottol: Juris.:

Address of Property 20801 Easpoint Drive

Inspection Data:

Tank Material PCC

Total Length of Drainfield 200

Number of Lines 5 @ 40'

Cover Depth approx. 6"

Water Supply Source Municipal

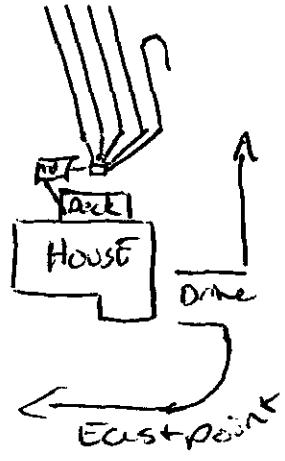
Distance to Water Source 710'

Excavation Inspected 1-28

Tank(s) Inspected 1-28

Wash Line Inspected N/A

High Water Alarm Inspected N/A



PLOT

Design OO, 1500ST, PPBRS, 400SF, T, 22'3, IV CTR# F.J. Ervin

The undersigned has inspected the Septic Tank System described above, and certifies it has been

☒ installed or constructed ☐ altered or repaired

☐ in accordance with the permit issued ☒ as detailed in the plot above

and meets the provisions of 15A NCAC 18A. 1900, "Laws And Rules For Sewage Treatment and Disposal Systems" in effect on the date of issuance of the permit. This issuance of this

☐ Certificate of Completion ☒ Operation Permit

does not in any way guarantee that the system will operate properly or relieve any person now or hereafter owning, controlling, or using such system from any liability resulting from the failure of the system to operate properly. This document is issued subject to those restrictions and conditions shown on the permit(s) and the provisions of 15A NCAC 18A. 1990 in addition to those listed below under "COMMENTS." This document shall be null and void if any information contained in the application is untrue or if any additions are made to the property which would increase the requirements for said system.

Notice: Disturbance of the designated repair area may result in the suspension/revocation of this permit.

COMMENTS: Type III e 3 bedrooms

(5) 2'w x 40'l drain lines

L B Thompson Jr, R.S.
Environmental Health Specialist

Mecklenburg County services are available without regard to ethnic origin, sex, or disability.

INSTALLATION, CONSTRUCTION, ALTERATION, AND/OR REPAIR APPROVAL

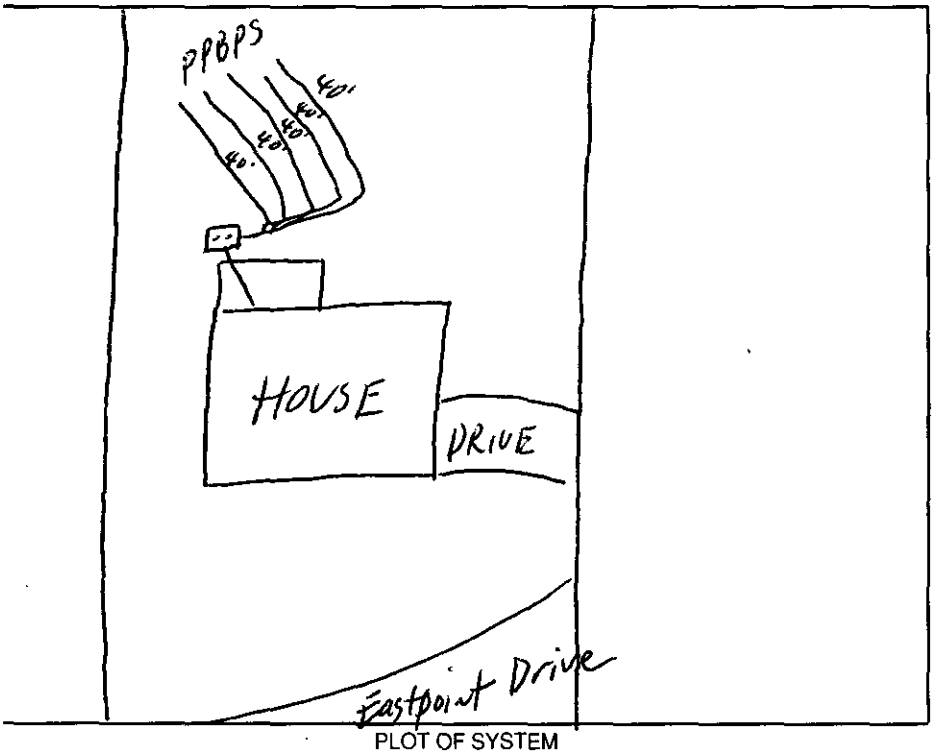
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 4086B DATE: 1/26/00

TC: 001 113 05 ☒ L

SERIAL N° 17534

Permission is hereby given to ✓ Install or Construct, _____ Alter or Repair the individual septic tank wastewater treatment system with subsurface, soil absorption, effluent discharge as specified herein at the described location. This permit is granted based upon the information supplied in the application dated 9/13/99. All work shall be completed on or before 4/26/00, after which date this permit shall be null and void. The system shall meet all of the construction requirements of 15A NCAC 18A. 1900 which are in effect on the date of the granting of this permit. A Certificate of Completion or an Operation Permit must be obtained from the Mecklenburg County Health Department before any system can be covered up or placed into service. The issuance of this permit does not in any way guarantee that the system anticipated to be constructed will operate properly, or relieve any person now or hereafter owning, controlling or using such system from any liability resulting from the failure of the system to operate properly.



PLOT OF SYSTEM

Liquid Capacity of Septic Tank 1500 gallons

Liquid Capacity of Dosing Tank NA gallons

Tank Construction pcc

Trench Depth 42"

Absorption and/or Nitrification Lines:

Trench Width 3' feet

Trench Walls Scored and Porous yes

Total Line Length 200' PPBPS feet

Number of Lines 5

Depth of Stone NA inches

Distance from House 5' feet

Distance from Property Line 5' feet

Distance from Well >50' feet
municipal water

NOTICE: This system shall not be installed while soils are in a wet condition.

NAME OF OWNER Joseph Notton

LOCATION OF PROPERTY 20801 Eastpoint Dr

Comments: 1500ST, PPBPS 5 lines x 40'long x 3 wd | Keep the septic system >50' from any wells.

Phila S. Walker RS.
Environmental Health Specialist

WHITE - HEALTH DEPARTMENT's COPY • CANARY - E.H.S. COPY • PINK - OWNER OR AGENT's COPY

NCS

FEE: _____ **AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION**
DATE: _____ **VOID SIXTY (60) MONTHS FROM DATE OF ISSUANCE**

DATE: 10/20/99 PERMIT NO: 4086-B
PARCEL NO: 001-113-05

JOB LOCATION ADDRESS: 20801 Eastpoint Dr.
PROPERTY OWNER: Joseph Nothi
BUILDING CONTRACTOR: _____
SUBDIVISION NAME: _____
AUTHORIZATION ISSUED BY: Jeff A. Knight DATE: 10/20/99
DEHNR AUTHORIZED AGENT

AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NO. 4086-B, AND THE ATTACHED SITE PLAN WITH SYSTEM DETAILS. CONSTRUCTION AND INSTALLATION MUST ALSO MEET ALL REQUIREMENTS SET FORTH IN THE RULES GOVERNING SANITARY SEWAGE COLLECTION, TREATMENT, AND DISPOSAL AND ANY OTHER APPLICABLE RULES AND LAWS.

2. AN INSTALLATION, CONSTRUCTION, ALTERATION AND/OR REPAIR APPROVAL MUST BE SECURED **PRIOR** TO INSTALLATION OF THE SEPTIC TANK SYSTEM. THE INSTALLER OF THE SYSTEM SHALL BE A REGISTERED SEPTIC TANK CONTRACTOR WITH MECKLENBURG COUNTY HEALTH DEPARTMENT.

3. ANY ALTERATION IN SITE OR SOIL CONDITIONS (INCLUDING LOCATION OF STRUCTURES AND APPURTENANCES) OR MODIFICATION IN USE, DESIGN WASTEWATER FLOW, OR WASTEWATER CHARACTERISTICS AS SPECIFIED IN THE ASSOCIATED IMPROVEMENT PERMIT AND APPLICATION, MAY SUBJECT THIS AUTHORIZATION AND ASSOCIATED PERMIT(S) TO REVOCATION.

4. OTHER CONDITIONS: * See plot plan and Improvement Permit.

OWNER CERTIFICATION

I CERTIFY THAT THERE HAVE BEEN NO ALTERATIONS IN SITE OR SOIL CONDITIONS OR MODIFICATIONS TO FACILITY, WASTEWATER FLOW, OR WASTEWATER CHARACTERISTICS FROM THOSE SPECIFIED IN THE ORIGINAL APPLICATION OR ASSOCIATED IMPROVEMENT PERMIT UNLESS AUTHORIZED IN WRITING BY THE MECKLENBURG COUNTY HEALTH DEPARTMENT. I ALSO UNDERSTAND THAT ANY SUCH ALTERATIONS, MODIFICATIONS, OR FALSE INFORMATION ARE GROUNDS FOR REVOCATION OF PERMITS AND AUTHORIZATION TO CONSTRUCT.

Joseph P. Nothi 10/20/99
SIGNATURE OF OWNER/OWNER'S REPRESENTATIVE DATE

CONDITIONS OF IMPROVEMENT PERMIT

Permit Number: 4086-B

Tax Number: 001-113-05

- The IMPROVEMENT PERMIT is subject to revocation if site plans or the intended use change. There is to be NO grading, filling or disturbance of the soil in the area of the septic tank system or repair area.
- CONSTRUCTION AUTHORIZATION must be obtained prior to receiving a Building Permit. The Construction Authorization is NOT transferable. Do not clear, grade, fill or disturb soil prior to obtaining a Construction Authorization.
- Domestic-type wastewater only. No industrial process wastewater may be discharged into the system.

Basement	___ Yes	X No	___ Partial Basement
Type Primary Wastewater System Type (circle one): I II (III) IV V VI	___ Conventional X Prefabricated, permeable block panel system ___ Shallow Placed Conventional	___ Low Pressure Pipe ___ Large Diameter Pipe ___ Fill ___ Other	___ Innovative or Experimental: ___ IWWS-93-1 ___ IWWS-93-2 ___ IWWS-94-1

.3 Long-term acceptance rate	360 Max gallons/day wastewater flow	600 Absorption Area (sq ft)	8' Trench spacing (min. on centers)
No Serviced by private well	1500 Gallon septic tank	200 Total trench length (ft)	36" Maximum trench depth (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions)
3 Bedrooms in residence	N/A Gallon pump tank	N/A Depth of stone	

Any surface waters present: No Type: Minimum separation distance:

Site modifications required: No

Additional Conditions: 1) See plot plan. 2) Agreement forms must be completed and recorded prior to installation approval. 3) A riser should be placed over the outlet end of the septic tank to facilitate filter maintenance.

Repair Area System Type Type (circle one): I II III IV V VI	___ Conventional ___ Prefabricated, permeable block panel system ___ Shallow Placed Conventional	___ Low Pressure Pipe ___ Large Diameter Pipe ___ Fill ___ Other	___ Innovative or Experimental: ___ IWWS-93-1 ___ IWWS-93-2 ___ IWWS-94-1

___ Absorption Area (Sq ft) ___ Total Trench Length (Ft)	___ Depth of Stone Trench	___ Trench spacing (min. on centers)	___ Maximum Trench Depth

For existing system, enter the year originally installed:

The undersigned, an authorized agent of the MECKLENBURG COUNTY HEALTH DEPARTMENT, certifies that the Department has approved the Request for the Job Location contained in this document. This approval is granted in accordance with the provisions of Laws and Rules For Sewage, Treatment and Disposal in effect at the time of issuance of the permit and is subject to the following provisions:

- No work shall be conducted on the septic tank system until an Installation, Construction, Alteration and/or Repair Approval is granted by this Department.
- This Improvement permit is transferable.

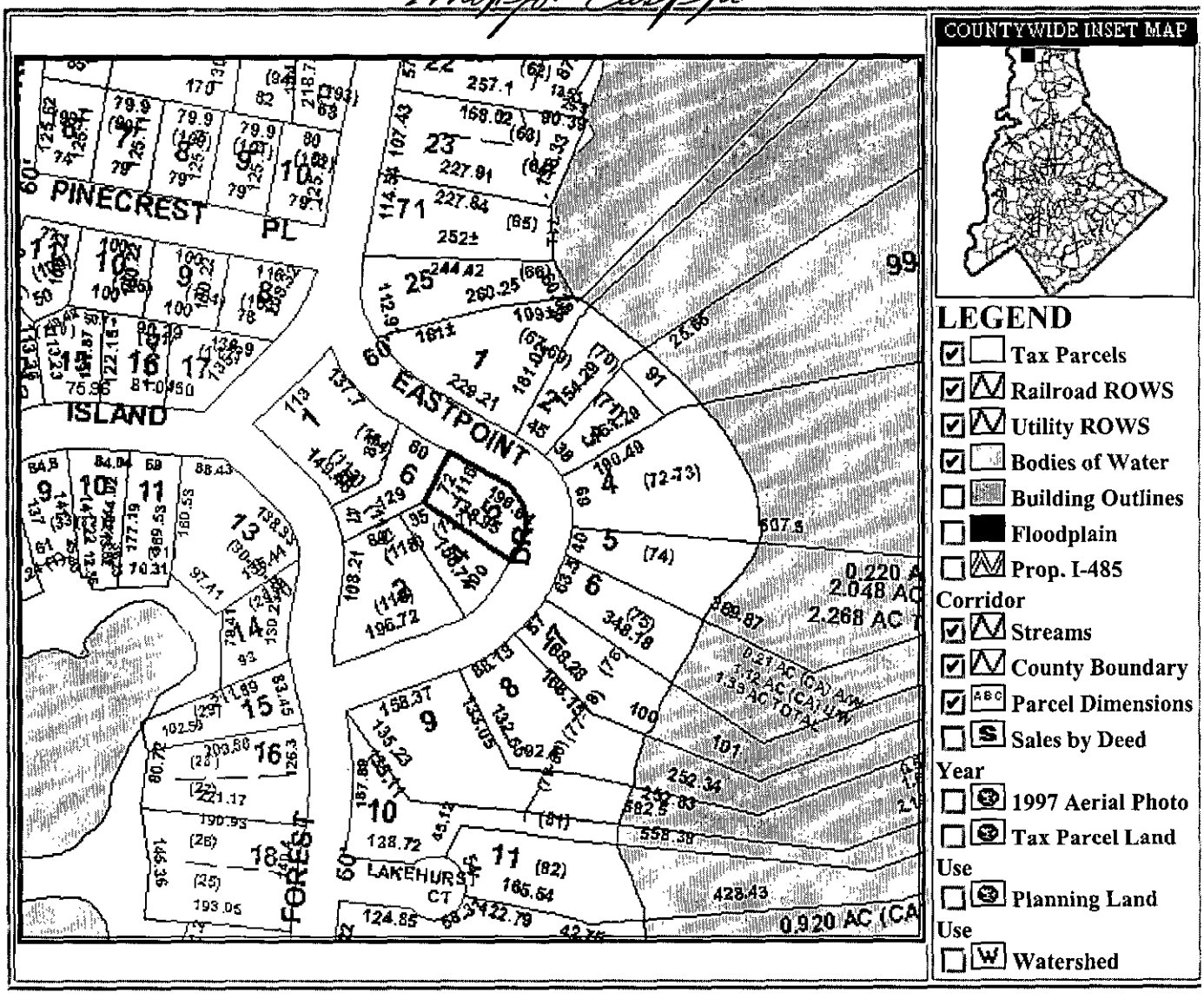
Jeff A. Knight 10/20/99
DEHS Authorized Agent Date

Joseph D. Rotholz 10/20/99
Owner/Agent Signature Date

MECKLENBURG COUNTY
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
c/o HAL MARSHALL CTR.
SUITE 211
700 N. TRYON ST.
CHARLOTTE, N.C. 28202.
(704) 336-5102

NORTH CAROLINA DEPARTMENT OF
ENVIRONMENTAL, HEALTH,
AND NATURAL RESOURCES
DIVISION OF ENVIRONMENTAL HEALTH
ON-SITE WASTEWATER SECTION

Map for East Point



Date and Time Stamp 9/17/99 8:55:08 AM EST	This map is prepared for the inventory of real property within Mecklenburg County and is compiled from recorded deeds, plats, tax maps, surveys, planimetric maps, and other public records and data. Users of this map are hereby notified that the aforementioned public primary information sources should be consulted for verification. Mecklenburg County and its mapping contractors assume no legal responsibility for the information contained herein.

RYLAND HOMES

Joe Nottoli
Homebuilding Supervisor

5 x 40' Lots
PAVERS

Phone # 948-7005

4801 E. Independence Blvd.
Suite 412
Charlotte, NC 28212

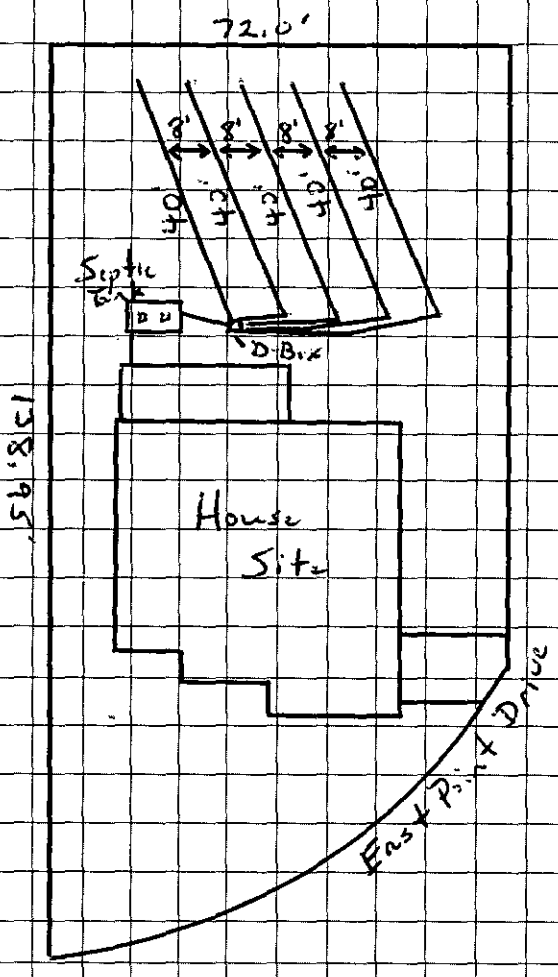
PROPOSED PLOT PLAN

HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON STREET
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 4086-B

TC: 001-113-05

Draw in and name all roads adjoining the property. Draw in and accurately dimension the lot concerned. Accurately indicate property boundaries proposed and/or existing structures and driveways, underground utilities, and wells and springs within 100 feet of the proposed building or drainfield.



Comments

1) Scale 1" = 30'
2) Keep lines level and on contour of land.
3) Keep trenches shallow - 36" maximum.
4) Keep all parts of septic system the minimum distance from the following:
   A) Any well - 100 ft.
   B) Property line - 5 ft
   C) Building foundation - 5 ft
5) System is a Type III e system - Panel Block System.

Joseph D. Nesbitt
OWNER/AGENT SIGNATURE

DATE 10/20/99

APPROVAL DATE _____

White - Health Department's Copy Canary - E.H.S. Copy Pink - Owner's Copy

DEPARTMENT OF ENVIRONMENT, HEALTH, AND NATURAL RESOURCES
DIVISION OF ENVIRONMENTAL HEALTH
ON-SITE WASTEWATER SECTION

Sheet: _____
Property ID: 001-113-05
Lot #: 116
File #: 4096B

#2

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

OWNER: Robert P. Wilkes APPLICANT: Joseph Nottli
ADDRESS: PO Box 668, Belmont DATE EVALUATED: 9-23-99
PROPOSED FACILITY: residence PROPOSED DESIGN FLOW (.1949) 480gpd PROPERTY SIZE: 1.23
LOCATION OF SITE: 20801 Eastpoint Drive PROPERTY RECORDED: _____
WATER SUPPLY: ☐Private ☑Public ☐Well ☐Spring ☐Other _____
EVALUATION METHOD: ☐Augur Boring ☑Pit ☐Cut
TYPE OF WASTEWATER: ☐Sewage ☐Industrial Process ☐Mixed

PROFILE #	.1940 Landscape Position/ Slope %	Horizon Depth (IN.)	SOIL MORPHOLOGY (.1941) .1941 STRUCTURE/ TEXTURE	.1941 CONSISTENCE MINERALOGY	OTHER PROFILE FACTORS .1942 SOIL WETNESS/ COLOR	.1943 SOIL DEPTH	.1956 SAPRO CLASS	.1944 RESTR HORIZ	PROFILE CLASS &LTAR
1	LS Slopes 6-12%	0-5"	gr/sl	Fr/SE/P/NS/WP	752" to soil wetness	52"	N/A	None	PS .39 P_2 IV
		5-34"	SBK/c	Fi/SE/P/SP					
		34-52"	WK SBK/c w/ saprolite	Fi/SE/P/SP lenses					
2	LS	0-9"	gr/sc/	Fr/SE/P/SS/SP	754" to soil wetness	54"	N/A	None	PS .39 P_2 IV
		9-54"	SBK/c	Fi/SE/P/SP					
3	LS	0-8"	gr/sl	Fr/SE/P/NS/WP	749" to soil wetness	49"	N/A	None	PS .39 P_2 IV
		8-49"	SBK/c	Fi/SE/P/SP					

DESCRIPTION	INITIAL SYSTEM	REPAIR SYSTEM
Available Space (.1945)	US	
System Type(s)		
Site LTAR		

OTHER FACTORS (.1946): _____
SITE CLASSIFICATION (.1948): Unsuitable
EVALUATED BY: W.A. Marlin LSS 9-24-99
OTHER(S) PRESENT: J. Nottli

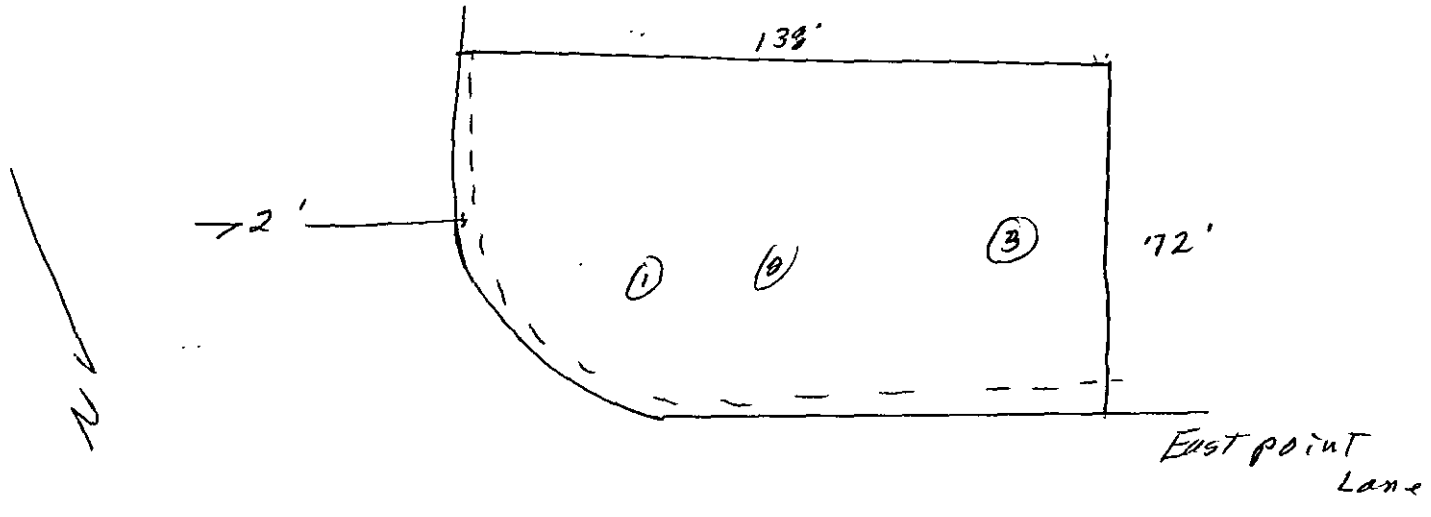
FILE # 4096B

COMMENTS Does not appear to be USDA Repair

LANDSCAPE POSITION	GROUP	TEXTURE	.1955 LTAR
R-RIDGE	I	S-SAND	1.2-0.8
S-SHOULDER SLOPE		LS-LOAMY SAND	
L-LINEAR SLOPE			
FS-FOOT SLOPE	II	SL-SANDY LOAM	0.8-0.6
N-NOSE SLOPE		L-LOAM	
H-HEAD SLOPE			
CC-CONCLAVE SLOPE	III	SI-SILT	0.6-0.3
CV-CONVEX SLOPE		SICL-SILTY CLAY LOAM	
T-TERRACE		CL-CLAY LOAM	
FP-FLOOD PLAIN		SCL-SANDY CLAY LOAM	
	IV	SC-SANDY CLAY	0.4-0.1
		SIC-SILTY CLAY	
		O-ORGANIC	

CONSISTENCE MOIST	WET
VFR-VERY FRIABLE	NS-NON-STICKY
FR-FRIABLE	SS-SLIGHTLYSTICKY
FI-FIRM	S-STICKY
VFI-VERY FIRM	VS-VERY STICKY
EFI-EXTREMELY FIRM	NP-NON-PLASTIC
	SP-SLIGHTLYSTICKY
	P-PLASTIC
	VP-VERY PLASTIC

STRUCTURE	MINERALOGY
SG-SINGLE GRAIN	SLIGHTLY EXPANSIVE
M-MASSIVE	
CR-CRUMB	EXPANSIVE
GR-GRANULAR	
SBK-SUBANGULAR BLOCKY	
ABK-ANGULAR BLOCKY	
PL-PLATY	
PR-PRISMATIC	



FEE: 200.00 Chk # 615
DATE: 9/13/99 JC

APPLICATION FOR IMPROVEMENT PERMIT FOR RESIDENTIAL SITE INDIVIDUAL WATER AND WASTEWATER SYSTEMS PROGRAM

[ ] CRT

TYPE APPLICATION: __ NEW SYSTEM __ EXPANSION/ ALTERATION OF EXISTING SYSTEM __ REPAIR OF EXISTING SYSTEM

NORTH CAROLINA
DEPARTMENT OF ENVIRONMENT,
HEALTH, AND NATURAL RESOURCES
DIVISION OF ENVIRONMENTAL HEALTH
ON-SITE WASTEWATER SECTION

FILE #: 40916

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 00111305

STREET ADDRESS: 20801 EASTPOINT DRIVE

SUBDIVISION OR MOBILE HOME PARK NAME: ISLAND FOREST

LOT NUMBER: 116

TYPE OF BUILDING (CHECK ONE):

__ SINGLE MOBILE HOME(S) __ MODULAR HOME (M)
__ DOUBLE WIDE (D) __ MULTIPLE FAMILY (U)
✓ HOUSE (H) __ OTHER (O)

HEATED SQUARE FOOTAGE: 2400SF

NUMBER OF BEDROOMS: 4 NUMBER OF OCCUPANTS: 2

FOUNDATION FOR RESIDENCE:

__ WITHOUT BASEMENT __ WITH BASEMENT /PLUMBING
__ ON SLAB
✓ CRAWL SPACE __ WITH BASEMENT /NO PLUMBING

TOWNSHIP (CHECK ONE):

__ 0 MECKLENBURG __ 4 PINEVILLE
__ 1 CHARLOTTE __ 5 MATTHEWS
__ 2 DAVIDSON __ 6 HUNTERSVILLE
✓ 3 CORNELIUS __ 7 MINT HILL

CLOSING DATE 10-15-99

IF EXPANSION/ALTERATION OF EXISTING SYSTEM, DESCRIBE THE PROPOSED BUILDING ADDITION:

WILL THERE BE A HOME BUSINESS IN THE RESIDENCE: __ YES X NO TYPE: _____

WATER SUPPLY (CHECK ONE):

__ COMMUNITY (C) X MUNICIPAL (M) WILL BE ADDED BY JAN. 2000 __ PRIVATE WELL (P)
__ SHARED WELL (S) __ OTHER 'SPRINGS' (O)

IF ANY OF THE FOLLOWING ARE LOCATED ON THE PROPERTY, PLEASE SHOW LOCATION ON PLAT:

BURIED CABLES, LANDFILLS, STUMPHOLES ✓ YES __ NO
EXISTING WASTEWATER SYSTEMS __ YES ✓ NO
EASTMENTS OR RIGHT-OF-WAYS ✓ YES __ NO
WELL, SPRINGS OR WATERLINES __ YES ✓ NO
DESIGNATED WETLANDS __ YES ✓ NO

PROPERTY OWNER:

NAME: (LAST) HILKER (FIRST) ROBERT (MI) P

ADDRESS: PO BOX 888

CITY: BELMONT STATE: NC. ZIP: 28012

DAYTIME PHONE: ( ) —

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE: BUYER

NAME: (LAST) NOTTOLI (FIRST) JOSEPH (MI) D

DAYTIME PHONE: (704) 948 — 7005

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? _____

An Improvement Permit is subject to suspension or revocation if site plans or the intended use change or if information submitted in this application is falsified or changed. The undersigned, owner, or legal agent for the owner, of the property described above as the "Job Location" has read the foregoing application, acknowledges that the contents of same are true, and authorizes agents of the Mecklenburg County Health Department to enter onto the property for the purpose of processing this request.

SIGNED: Joseph D. Nottoli (BUYER) DATE: 9-13-99

MECKLENBURG COUNTY HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
c/o HAL MARSHALL CTR., SUITE 211, 700 N. TRYON ST., CHARLOTTE, N.C. 28202., (704) 336-5102

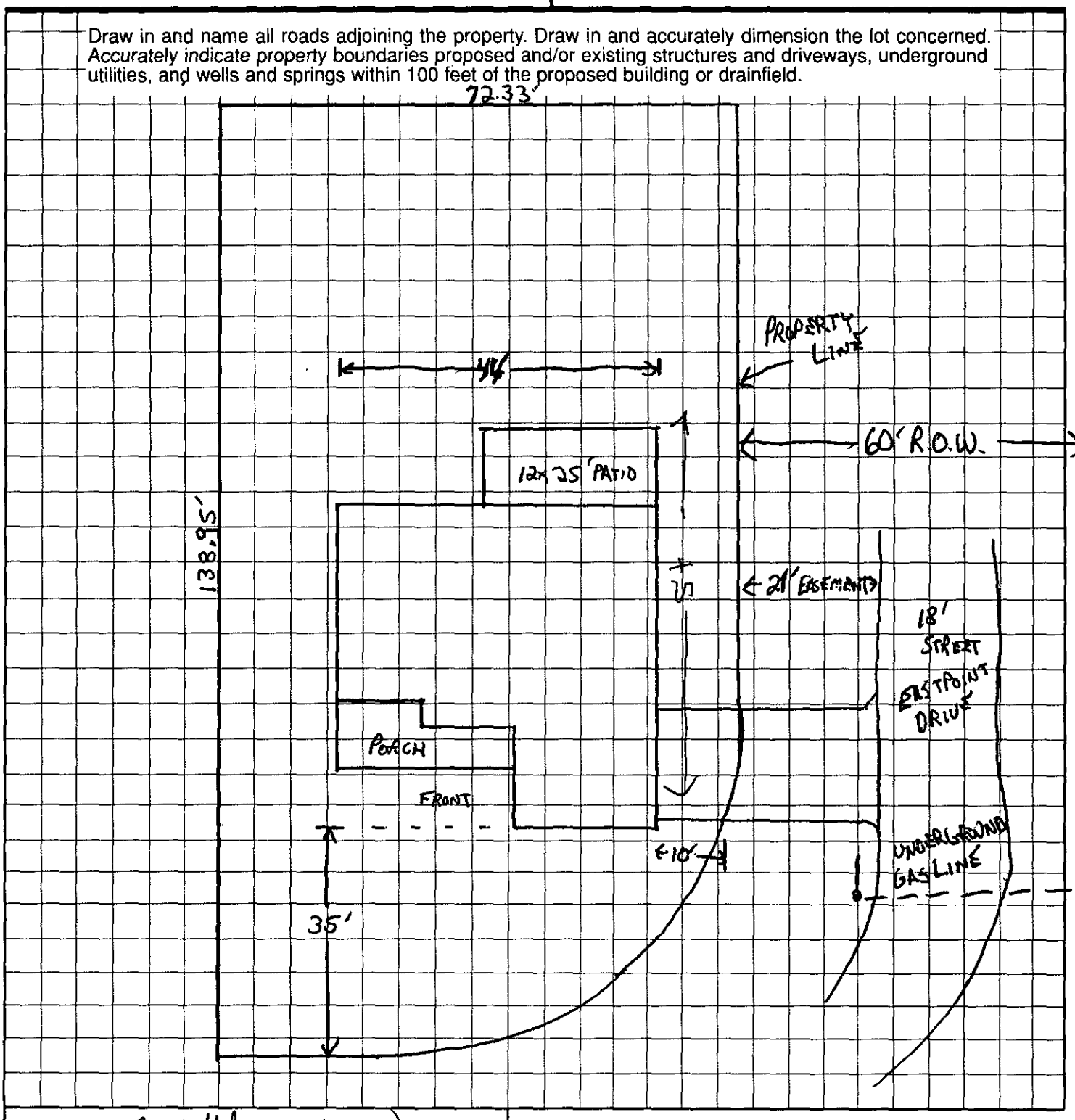
PROPOSED PLOT PLAN

HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON STREET
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 40868

TC: 001-113.05

Draw in and name all roads adjoining the property. Draw in and accurately dimension the lot concerned. Accurately indicate property boundaries proposed and/or existing structures and driveways, underground utilities, and wells and springs within 100 feet of the proposed building or drainfield.



Joseph A. Nottoli (BUYER)
OWNER/AGENT SIGNATURE

DATE 9-13-99

APPROVAL DATE _____

1 SQUARE = 5'

White - Health Department's Copy Canary - E.H.S. Copy Pink - Owner's Copy

Allen Tate, REALTORS®

OFFER TO PURCHASE AND CONTRACT

Joseph D. and Donna R. Nottoli, as Buyer, hereby offers to purchase and Juanita + Robert Hilker, as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below, together with all improvements located thereon and such fixtures and personal property as are listed below (collectively referred to as "the Property"), upon the following terms and conditions:

1. **REAL PROPERTY:** Located in the City of Cornelius, County of Mecklenburg, State of North Carolina, being known as and more particularly described as:
Street Address Lot 116 Eastpoint Drive Zip 28031
Legal Description: L116 M12-341 20801 Eastpoint D
(☐ All ☐ A portion of the property in Deed Reference: Book _____, Page No. _____, Mecklenburg County.)
NOTE: Prior to signing the Offer to Purchase and Contract, Buyer is advised to review Restrictive Covenants, if any, which may limit the use of the Property, and to read the Declaration of Restrictive Covenants, By-Laws, Articles of Incorporation, Rules and Regulations, and other governing documents of the owners' association and/or the subdivision, if applicable.

2. **FIXTURES:** The following items, if any, are included in the purchase price free of liens: any built-in appliances, light fixtures, ceiling fans, attached floor coverings, blinds and shades including window hardware, window and door screens, storm windows, combination doors, awnings, antennas, satellite dishes and receivers, burglar/fire/smoke alarms, pool and spa equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, electric garage door openers with controls, outdoor plants and trees (other than in movable containers), basketball goals, storage sheds, mailboxes, wall and/or door mirrors, and any items attached or affixed to the Property, EXCEPT the following items:
NA

3. **PERSONAL PROPERTY:** The following personal property is included in the purchase price: NA

4. **PURCHASE PRICE:** The purchase price is $ ~~40,000.00~~ 38,000 and shall be paid as follows:
(a) $ 1,000.00, EARNEST MONEY DEPOSIT by ☐ cash ☒ personal check ☐ bank check ☐ certified check ☐ other _____ to be deposited and held in escrow by Lake Properties LTD. as escrow agent, until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) any of the conditions hereto are not satisfied, then all earnest monies shall be returned to Buyer. In the event of breach of this contract by Seller, upon Buyer's request, all earnest monies shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this contract, then all earnest monies shall be forfeited upon Seller's request, but receipt of such forfeited earnest monies shall not affect any other remedies available to Seller for such breach.
NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money held in escrow by a broker, the broker is required by state law to retain said earnest money in the broker's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction.
(b) $ NA, ADDITIONAL EARNEST MONEY DEPOSIT to be paid to escrow agent no later than NA
(c) $ NA, BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum.
(d) $ NA, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.
(e) $ ~~39,000.00~~ 37,000 BALANCE of the purchase price in cash at closing.

5. **CONDITIONS:** (State N/A in each blank that is not a condition to this contract.)
(a) The Buyer must be able to obtain a loan commitment on or before Sept. 15, 1999, effective through the date of closing, for a ☐ FHA ☐ VA (attach FHA/VA Financing Addendum) ☒ Conventional ☐ Other NA Lot Loan loan at a ☐ Fixed Rate ☒ Adjustable Rate ☐ Other: NA in the principal amount of _____ for a term of 30 year(s), at an interest rate not to exceed 7.5 % per annum, with mortgage loan discount points not to exceed 0 % of the loan amount. Buyer agrees to use his best efforts to secure such commitment. Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, except if Seller is to pay any of the Buyer's loan closing costs including discount points, those costs are as follows: _____
In the event Buyer fails to provide Seller with written evidence of the loan commitment within five days after receipt of a written request from Seller (but such request may not be made before the loan commitment date listed above), then Seller may terminate this contract unless Buyer waives the loan commitment condition.
(b) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the real property for Residential purposes
(c) The Property must be in substantially the same or better condition at closing as on the date of this offer, reasonable wear and tear excepted.
(d) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at closing such that cancellation may be promptly obtained following closing. Seller shall remain obligated to obtain any such cancellations following closing.
(e) Title must be delivered at closing by GENERAL WARRANTY DEED unless otherwise stated herein, and must be fee simple marketable title, free of all encumbrances except: ad valorem taxes for the current year (prorated through the date of closing); utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.

6. **SPECIAL ASSESSMENTS:** Seller warrants that there are no governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no owners' association special assessments, except as follows: NA
(Insert "None" or the identification of such assessments, if any.) Seller shall pay all confirmed owners' association assessments and all confirmed governmental assessments, if any, and Buyer shall take title subject to all pending assessments, if any, unless otherwise agreed as follows: NA

7. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of closing; (b) Ad valorem taxes on personal property for the entire year shall be paid by the Seller unless the personal property is conveyed to the Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis through the date of closing. (c) All late listing penalties, if any, shall be paid by Seller. (d) Rents, if any, for the Property shall be prorated through the date of closing. (e) Owners' association dues, and other like charges shall be prorated through the date of closing. Seller represents that the regular owners' association dues, if any, are $ 35.00 per Yr.

8. **CLOSING EXPENSES:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement, and for excise tax (revenue stamps) required by law. Buyer shall pay for recording the deed and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at closing.

9. **FUEL:** Buyer agrees to purchase from Seller the fuel, if any, situated in any tank on the Property at the prevailing rate with the cost of measurement thereof, if any, being paid by Seller.

10. **EVIDENCE OF TITLE:** Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the acceptance of this offer, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property.

11. **LABOR AND MATERIAL:** Seller shall furnish at closing an affidavit and indemnification agreement in form satisfactory to Buyer showing that all labor and materials, if any, furnished to the Property within 120 days prior to the date of closing have been paid for and agreeing to indemnify Buyer against all loss from any cause or claim arising therefrom.

12. PROPERTY DISCLOSURE AND INSPECTIONS:

(a) Property Disclosure:

☐ Buyer has received a signed copy of the Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract.

☐ Buyer has NOT received a signed copy of the Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract and shall have the right to terminate or withdraw this contract without penalty upon receipt of the Residential Property Disclosure Statement provided such termination or withdrawal notice is hand delivered or mailed to Seller or Seller's Agent within three days following receipt of same.

☐ Exempt from Residential Property Disclosure Statement because (SEE GUIDELINES) NA

☐ The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum.)

(b) Property Inspection: Unless otherwise stated herein, or as otherwise provided on an inspection addendum attached hereto, Buyer shall have the option of inspecting or, obtaining at Buyer's expense, inspections to determine the condition of the Property. Unless otherwise stated herein, it is a condition of this contract that: (i) the built-in appliances, electrical system, plumbing system, heating and cooling systems, roof coverings (including flashing and gutters), doors and windows, exterior surfaces, structural components (including foundations, columns, chimneys, floors, walls, ceilings and roofs), porches and decks, fireplaces and flues, crawl space and attic ventilation systems (if any), water and sewer systems (public and private), shall be performing the function for which intended and shall not be in need of immediate repair; (ii) there shall be no unusual drainage conditions or evidence of excessive moisture adversely affecting the structure(s); and (iii) there shall be no friable asbestos or existing environmental contamination. Inspections must be completed on or before NA. Buyer is advised to have any inspections made prior to incurring expenses for closing and in sufficient time to permit any required repairs to be completed by closing.

(c) Wood-Destroying Insects: Unless otherwise stated herein, Buyer shall have the option of obtaining, at Buyer's expense, a report from a licensed pest control operator on a standard form in accordance with the regulations of the North Carolina Structural Pest Control Committee, stating that there was no visible evidence of wood-destroying insects and containing no indication of visible damage therefrom. The report must be obtained in sufficient time so as to permit treatment, if any, and repairs, if any, to be completed prior to closing. All treatment required shall be paid for by Seller and completed prior to closing, unless otherwise agreed upon in writing by the parties. The Buyer is advised that the inspection report described in this paragraph may not always reveal either structural damage or damage caused by agents or organisms other than wood-destroying insects. If new construction, Seller shall provide a standard warranty of termite soil treatment.

(d) Repairs: Pursuant to any inspections in (b) and/or (c) above, if any repairs are necessary, Seller shall have the option of (i) completing them, (ii) providing for their completion, or (iii) refusing to complete them. If Seller elects not to complete or provide for the completion of the repairs, then Buyer shall have the option of (iv) accepting the Property in its present condition, or (v) terminating this contract, in which case all earnest monies shall be refunded. Unless otherwise stated herein, or as otherwise provided on an inspection addendum attached hereto, any items not covered by (b)(i), b (ii), b (iii) and (c) above are excluded from repair negotiations under this contract.

(e) Acceptance: CLOSING SHALL CONSTITUTE ACCEPTANCE OF EACH OF THE SYSTEMS, ITEMS AND CONDITIONS LISTED ABOVE IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

13. REASONABLE ACCESS: Seller will provide reasonable access to Buyer or Buyer's representatives for the purposes of appraisal, inspection, and/or evaluation. Buyer may conduct a walk-through inspection of the Property prior to closing.

14. CLOSING: Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with closing and transfer of title on or before Oct. 25, 1999, at a place designated by Buyer. The deed is to be made to Joseph D and Donna R. Nottoli

15. POSSESSION: Unless otherwise provided herein, possession shall be delivered at closing. In the event possession is NOT to be delivered at closing: ☐ a buyer possession before closing agreement is attached. OR, ☐ a seller possession after closing agreement is attached.

16. OTHER PROVISIONS AND CONDITIONS: (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO. SEE LIST OF STANDARD FORM ADDENDA AVAILABLE.)

See Additional Provisions Addendum

17. RISK OF LOSS: The risk of loss or damage by fire or other casualty prior to closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to closing, Buyer may terminate this contract by written notice delivered to Seller or Seller's agent and all deposits shall be returned to Buyer. In the event Buyer does NOT elect to terminate this contract, Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased.

18. ASSIGNMENTS: This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and his heirs and successors.

19. PARTIES: This contract shall be binding upon and shall inure to the benefit of the parties i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

20. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the closing, it shall survive the closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

21. ENTIRE AGREEMENT: This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

22. EXECUTION: This offer shall become a binding contract when signed by both Buyer and Seller. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party and each REALTOR® or broker hereto, and the parties adopt the word "SEAL" beside their signatures below.

IF YOU DO NOT UNDERSTAND THIS OFFER TO PURCHASE AND CONTRACT OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

Buyer acknowledges having made an on-site personal examination of the Property prior to the making of this offer.

Buyer Joseph D. Nottoli (SEAL) Seller Juanita C Hicks (SEAL)
SS/Tax ID# 251-27-7828 SS/Tax ID#

Buyer Donna R. Nottoli (SEAL) Seller Robert W Hicks Juanita C Hicks POA (SEAL)
SS/Tax ID# 591-42-6387 SS/Tax ID#
Date: 8/4/99 Date: 8/12/99

I hereby acknowledge receipt of the earnest money herein set forth and agree to hold and disburse the same in accordance with the terms hereof.

Date 8-8-99 Firm: Lake Properties Ltd -
By: Peggy Davidson

Selling Agent/Firm/Phone Carol Hicks Allen Tate Realtors
☒ Buyer's Agent ☐ Seller's (sub)agent Acting as ☐ Dual Agent

Listing Agent/Firm/Phone Peggy Davidson Lake Properties LTD.
☐ Buyer's Agent ☐ Seller's (sub)agent Acting as ☐ Dual Agent

Allen Tate, REALTORS®

ADDITIONAL PROVISIONS ADDENDUM

Joseph D and Donna R Nottoli, as Buyers

Juanita + Robert Hilker, as Sellers

Property Located at Lot 116 Eastpoint Drive (Street) Cornelius (City) NC (State) 28031 (Zip)

NOTE: Only the provisions initialed below are a part of the Offer to Purchase and Contract:

1. ___ EXPIRATION OF OFFER: This offer shall expire unless acceptance is delivered to buyer or to _____, before _____ AM PM, on _____ or until withdrawn by the Buyer, whichever occurs first.

2. BUYER QUALIFICATION: Selling/Buyer's Agent shall provide Listing Agent evidence as to Buyer's qualification to obtain and secure a loan substantially as specified in Paragraph 5 within _____ days after the date of Seller's acceptance or contract is voidable at option of Sellers.

3. X SEPTIC TESTS: This contract is contingent upon Buyer obtaining an Improvement Permit from the County Health Department, that the Property is "SUITABLE" for a conventional ground absorption sewage system for a 4 bedroom home, or _____. All costs and expenses of such soil tests shall be borne by Buyer. If the Property is not suitable for the proposed development, at the option of the Buyer, this contract may be terminated and all earnest monies shall be refunded to Buyer. Buyer shall complete said tests or waive this condition in writing on or before midnight of Sept. 15, 1999.

4. X SITE EVALUATION: This contract is contingent upon Buyer obtaining a written site evaluation that the soil is suitable for _____. All costs and expenses of such soil tests shall be borne by the Buyer. If the Property is not suitable for the proposed development, at the option of the Buyer, this contract may be terminated and all earnest monies shall be refunded to Buyer. Buyer shall complete said tests or waive this condition in writing on or before midnight of Sept. 15, 1999.

5. ___ FLOOD HAZARD ZONE: Buyer has been advised that the property is located in an area which the Secretary of HUD has found to have special flood hazards and that it will be necessary to purchase flood insurance in order to obtain any loan secured by the property from any federally regulated financial institution or a loan insured or generated by an agency of the U.S. Government.

6. X APPRAISAL: The Property must appraise at a value equal to or exceeding the Purchase price or, this contract may be terminated at the option of the Buyer and all earnest monies shall be refunded to Buyer. In the event this contract is not subject to a financing contingency requiring an appraisal, Buyer shall arrange to have the appraisal completed no later than midnight of Oct. 1, 1999. In any event, the cost of the appraisal shall be borne by the Buyer.

7. CLOSING OF EXISTING CONTRACT CONTINGENCY: The contract is contingent upon closing of an existing contract on the Buyer's real property located at _____ on or before _____. Seller agrees not to continue to market the Property which is the subject of this Offer to Purchase and Contract and will not solicit for secondary offers. If this contingency is not removed on or before midnight of _____ Seller may terminate this contract and all earnest monies shall be returned to Buyer.

8. NA HOMEOWNER'S WARRANTY: _____ agrees to purchase a Multi-Guard Warranty (a one (1) year warranty insurance contract) at closing, the cost of which shall be included as an expense to the _____ on the HUD-1. Cost not to exceed $_____.

9. NA COST OF REPAIR CONTINGENCY: If the reasonable estimate of the cost of repairs required by the home inspection report as described in Paragraph 12(b) and the wood destroying insect report as described in Paragraph 12(c) of the Offer to Purchase and Contract equals or exceeds $_____ Buyer shall have the option to terminate this contract and all earnest monies shall be returned to Buyer.

10. ___ OTHER: (In accordance with North Carolina Real Estate Law. Attorney Review Recommended.)

IN THE EVENT OF A CONFLICT BETWEEN THIS ADDENDUM AND THE OFFER TO PURCHASE AND CONTRACT, THIS ADDENDUM SHALL CONTROL.

Buyer: Joseph D. Nottoli (SEAL) Date 8-4-99

Buyer: Donna R. Nottoli (SEAL) Date 8-4-99

Seller: Robert Hilker/Juanita Hilker PH (SEAL) Date 8-9-99

Seller: Juanita Hilker (SEAL) Date 8-9-99

ALLEN TATE, REALTORS®

EXCLUSIVE BUYER REPRESENTATION/EXCLUSIVE RIGHT TO PURCHASE AGREEMENT

In consideration of the agreement of Allen Tate, REALTORS®, Inc. ("Broker") to designate a sales associate affiliated with Broker to act as an agent of Joe Nottoli and Donna Nottoli ("Buyer") for the purpose of identifying and negotiating to acquire real estate for the Buyer, the Buyer hereby grants to Broker the exclusive right to represent Buyer in such acquisition. The term "acquisition" shall include the purchase, lease, exchange or option of real estate by Buyer or anyone acting on Buyer's behalf.

SECTION 1: REPRESENTATION

Exclusive Representation. Broker designates and Buyer accepts Carol Hicks ("Buyer's Designated Agent") as the designated agent of Buyer for the purpose of representing Buyer in the acquisition of real estate by Buyer. Broker shall have the discretion to appoint a substitute designated agent for Buyer as Broker determines necessary. Buyer shall be advised within a reasonable time of any such substitution.

Buyer understands that this exclusive right to represent Buyer ("Exclusive Representation") means that if the Buyer makes an acquisition of property, whether through the efforts of Broker and his agents or through the efforts of another real estate office or agent, Buyer will be obligated to compensate Broker pursuant to Section 7 of this Agreement. This Exclusive Representation shall be effective for the following area(s): 13,01,09

SECTION 2: TERM

This Agreement shall be effective until 11:59 pm on Aug. 31, 19 99 when it shall then terminate. This Agreement is irrevocable but may be terminated prior to the termination date by written agreement of the parties. If within 10 days after the expiration of this Agreement (i.e. the protection period), Buyer purchases any property to which Buyer was introduced by Buyer's Designated Agent, then Buyer agrees to pay Broker the compensation provided for in Section 7. However, no compensation will be due to Broker, if during this protection period, Buyer enters into a separate buyer representation agreement with another broker.

SECTION 3: BUYER'S DESIGNATED AGENT'S DUTIES

(a) To use Buyer's Designated Agent's best efforts to identify properties that meet the Buyer's specifications relating to location, price, features and amenities, as identified by Buyer. It is the policy of The Allen Tate Company to cooperate with all MLS members and subscribers in identifying these properties unless directed by you to do otherwise.

(b) To arrange for viewing of properties identified by the Buyer as potentially appropriate for acquisition.

(c) To advise Buyer as to the pricing of comparable properties.

(d) To assist Buyer in the negotiation of a Agreement acceptable to the Buyer for the acquisition of property.

(e) To provide reasonable safeguards for confidential information that the Buyer discloses to Buyer's Designated Agent

SECTION 4: BUYER'S DUTIES

(a) To work exclusively with Buyer's Designated Agent to identify and acquire real estate during the time that this Agreement is in force.

(b) To supply relevant financial information that may be necessary to permit Buyer's Designated Agent to fulfill Agent's obligations under this Agreement.

(c) To be available upon reasonable notice and at reasonable hours to inspect properties that seem to meet Buyer's specifications.

(d) To pay Broker according to the terms specified in Section 7 of this Agreement.

SECTION 5: REPRESENTING OTHER BUYERS

Buyer understands that Buyer's Designated Agent has no duty to represent only Buyer, and that Buyer's Designated Agent may represent other prospective buyers who may be interested in acquiring the same property or properties that Buyer is interested in acquiring.

SECTION 6: DUAL AGENCY:

Notwithstanding that this agreement contemplates that Broker and Buyer's Designated Agent will be acting in the capacity of Buyer's Agent, Buyer understands that the Allen Tate Company represents both buyers and sellers. This means that it is possible that Buyer may want to purchase a property owned by a seller that Broker represents. When that occurs, Broker will be acting as a dual agent. Buyer acknowledges that dual agency has been explained and that Buyer, by his execution of the attached "Dual Agency Addendum", does hereby expressly consent to Broker acting in a Dual Agency capacity in connection with this Agreement.

SECTION 7: COMPENSATION

Broker and Buyer expect that Broker's commission will be paid by the seller or the seller's Broker, for Broker's acting as a cooperating agent. However, if Broker is not compensated by seller or seller's agent, then Buyer agrees to pay Broker a commission of 6 % of the purchase price, payable at closing, if, during the term of this Agreement or the protection period, the Buyer enters into a Contract to acquire real estate and such Contract results in a closed transaction. Any modification of this section, including the commission to be paid to Broker, shall be done only by a separate written amendment to this Agreement.

SECTION 8: FAILURE TO CLOSE

If a seller or lessor in an agreement made on behalf of Buyer fails to close such agreement, with no fault on the part of Buyer, the buyer shall have no obligation to pay the commission provided for in Section 7. If such transaction fails to close because of any fault on the part of Buyer, such commission will not be waived, but will be due and payable immediately. In no case shall Broker or Buyer's Designated Agent be obligated to advance funds for the benefit of Buyer in order to complete a closing.

SECTION 9: DISCLAIMER

The Buyer acknowledges that Broker and Buyer's Designated Agent are being retained solely as real estate professionals, and not as attorneys, tax advisors, surveyors, structural engineers, home inspectors, environmental consultants, architects, contractors, or other professional service providers. The Buyer understands that such other professional service providers are available to render advice or services to the Buyer, if desired, at the Buyer's expense. Should Broker or Buyer's Designated Agent procure any of these services at the request of Buyer, it is understood and agreed that Broker shall only be acting in the capacity of procurer for the Buyer and shall accrue no liability or responsibility in connection with any services so obtained on behalf of Buyer.

SECTION 10: COSTS OF THIRD PARTY SERVICES OR PRODUCTS

Buyer agrees to reimburse Broker the cost of any products or services such as surveys, soil tests, title reports and engineering studies, furnished by outside sources immediately when payment is due.

SECTION 11: INDEMNIFICATION OF BROKER

Buyer agrees to indemnify Broker and Buyer's Designated Agent and to hold Broker and Buyer's Designated agent harmless on account of any and all loss, damage, cost or expense, including attorneys' fees incurred by Broker or Buyer's Designated Agent, arising out of this Agreement, or the collection of fees or commissions due Broker pursuant to the terms and conditions of this Agreement, provided the loss damage, cost, expense or attorneys' fees do not result because of Broker's or Buyer's Designated Agent's own negligence or willful and wanton misconduct.

SECTION 12: ASSIGNMENT BY BUYER

No assignment of Buyer's interest under this Agreement and no assignment of rights in real property obtained for Buyer pursuant to this Agreement shall operate to defeat any of Broker's rights under this Agreement.

SECTION 13: NONDISCRIMINATION

THE BROKER SHALL CONDUCT ALL HIS BROKERAGE ACTIVITIES IN REGARD TO THIS AGREEMENT WITHOUT RESPECT TO THE RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, HANDICAP OR FAMILIAL STATUS OF ANY BUYER, PROSPECTIVE BUYER, SELLER OR PROSPECTIVE SELLER

SECTION 14: MODIFICATION OF THIS AGREEMENT

No modification of any of the terms of this Agreement shall be valid and binding upon the parties or entitled to enforcement unless such modification has first been reduced to writing and signed by the parties.

SECTION 15: ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties relating to the subject thereof, and any prior agreements pertaining hereto, whether oral or written have been merged and integrated into this Agreement.

DESCRIPTION OF AGENT DUTIES AND RELATIONSHIPS

Before you begin working with any real estate agent, you should know who the agent represents in the transaction. Every listing agreement, buyer agency agreement or other agreement for brokerage services in a real estate sales transaction in North Carolina must contain this "Description of Agent Duties and Relationships" *(N.C. Real Estate Commission Rule 21 NCAC 58A .0104(c), eff. 7/1/95)*. Real Estate agents should carefully review this information with you prior to entering into any agency agreement.

AGENT'S DUTIES

When you Agreement with a real estate firm to act as your agent in a real estate transaction, the agent must help you obtain the best price and terms possible, whether you are the buyer or seller. The agent also owes you the duty to:

*Safeguard and account for any money handled for you *Be loyal and follow reasonable and lawful instructions *Act with reasonable skill, care and diligence *Disclose to you any information which might influence your decision to buy or sell

Even if the agent does not represent you, the agent must still be fair and honest and disclose to you all "material facts" which the agent knows or reasonably should know. A fact is "material" if it relates to defects or other conditions affecting the property, or if it may influence your decision to buy or sell. *This does not require a seller's agent to disclose to the buyer the minimum amount the seller will accept, nor does it require a buyer's agent to disclose to the seller the maximum price the buyer will pay.*

AGENTS WORKING WITH SELLERS

A seller can enter into a "listing agreement" with a real estate firm authorizing the firm and its agent(s) to represent the seller in finding a buyer for his property. The listing agreement should state what the seller will pay the listing firm for its services, and it may require the seller to pay the firm no matter who finds the buyer.

The listing firm may belong to a listing service to expose the seller's property to other agents who are members of the service. Some of those agents may be working with buyers as buyers' agents; others will be working with buyers but still representing the sellers' interests as an agent or "subagent." When the buyer's agents and seller's subagents desire to share in the commission the seller pays to the listing firm, the listing agent may share the commission with the seller's permission.

AGENTS WORKING WITH BUYERS

A buyer may contract with an agent or firm to represent him (as a **buyer's agent**), or may work with an agent or firm that represents the seller (as a seller's agent or subagent). All parties in the transaction should find out at the beginning who the agent working with the buyer represents.

If a buyer wants a buyer's agent to represent him in purchasing a property, the buyer should enter into a "buyer agency agreement" with the agent. The buyer agency agreement should state how the buyer's agent will be paid. **Unless some other arrangement is made which is satisfactory to the parties, the buyer's agent will be paid by the buyer.** Many buyer agency agreements will also obligate the buyer to pay the buyer's agent no matter who finds the property that the buyer purchases.

A buyer may decide to work with a firm that is acting as agent for the seller (**a seller's agent or subagent**). If a buyer does not enter into a buyer agency agreement with the firm that shows him properties, that firm and its agents will show the buyer properties as an agent or subagent working on the seller's behalf. Such a firm represents the seller (not the buyer) and must disclose that fact to the buyer.

A seller's agent or subagent must still treat the buyer fairly and honestly and disclose to the buyer all material facts which the agent knows or reasonably should know. The seller's agent typically will be paid by the seller. **If the agent is acting as agent for the seller, the buyer should be careful not to give the agent any information that the buyer does not want the seller to know.**

DUAL AGENTS

A real estate agent or firm may represent more than one party in the same transaction only with the knowledge and consent of all parties for whom the agent acts. "Dual Agency" is most likely to occur when a buyer represented by a buyer's agent wants to purchase a property listed by that agent's firm. A dual agent must carefully explain to each party that the agent and the agent's firm are also acting for the other party.

In any dual agency situation, the agent must obtain a written agreement from the parties which fully describes the obligations of the agent and the agent's firm to each of them.

" This firm represents both sellers and buyers. This means that it is possible that a buyer we represent will want to purchase a property owned by a seller we represent. When that occurs, the agent and firm listed above will act as **dual agents** if all parties agree."

This Agreement may be executed in multiple copies and my signature as Buyer hereon acknowledges that I have received a signed copy.

Buyer Joseph D. Nuttall Social Security # 251-27-7828

Co-Buyer Deanna R. Nuttall Social Security # 591-42-6337

Residence Address 7015 SHENINGTON PLACE CHARLOTTE NC 28216

Residence Phone 704-391-3302 Buyer Work Phone 704-948-7005 Co-Buyer Work Phone _____

Broker Allen Tate Company, Inc.

Buyer's Designated Agent Carol HIcks Office Phone 896-8283

Office Address 19460 Old Jetoon Rd. Cornelius , NC. 28031

Rev. 6-95 ATC #3

REALTOR®